

WARRANTY DEED

THE STATE OF MISSISSIPPI,

DESOTO COUNTY

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, The Southland Corporation, a Texas corporation, does hereby sell, convey and warrant unto John P. Thompson and Margaret A. Fuller, two of the Trustees of The Southland Employees' Trust under Trust Agreement dated December 30, 1974, as restated and amended from time to time, the original of which is deposited in the offices of The Southland Corporation, 2828 N. Haskell Avenue, Dallas, Texas 75204, the following described land situated and being in DeSoto County, Mississippi, viz:

See Schedule A attached hereto

Witness its signature as of the 31st day of December, 1983.

THE SOUTHLAND CORPORATION

Attest:

  
Assistant Secretary

By:   
Vice President

GRANTORS ADDRESS: The Southland Corporation, 2828 N. Haskell Ave.  
AND Dallas, Texas 75204  
GRANTEES ADDRESS: 2828 N. Haskell Ave., Dallas, TX 75204  
NCHFIN2791  
Business Phone #214-828-7752

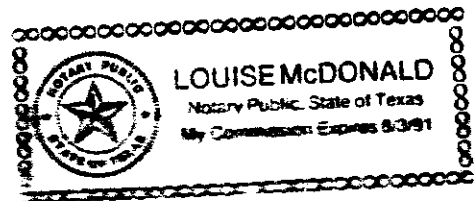
THE STATE OF TEXAS

DALLAS COUNTY

Personally appeared before me, the undersigned Notary Public, the within named John H. Rodgers and Daniel T. Crank, who upon oath acknowledged themselves to be the Sr. Vice President and Assistant Secretary, respectively, of The Southland Corporation, and that they, as such Sr. Vice President and Assistant Secretary signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal, this 28th of February, A.D. 1989.

Louise McDonald  
Notary Public



NCHF IN 2791

## SCHEDULE A

Part of the Northwest Quarter (NW-1/4) of Section 34, Township 1 South, Range 8 West, being more particularly described as follows:

Beginning at a P-K nail set on the south line of Goodman Road (160' R.O.W.) and at the Northeast corner of Parcel "B"; thence North 89°36'30" East along the south line of said Goodman Road a distance of 200 feet to a found iron pin on the west line of Hurt Road (80' R.O.W.); thence South 0°11'30" West along the west line of said Hurt Road a distance of 200.00 feet to a found iron pin at the Northeast corner of DeSoto Village Subdivision Section "A"; thence North 89°48'30" West along the North line of said DeSoto Village Subdivision Section "A" a distance of 200 feet to a found iron pin at the Southeast corner of said Parcel "B"; thence North 0°11'38" East along the East line of said Parcel "B" a distance of 197.96 feet to the point of beginning.

## SUBJECT TO:

1. current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; covenants, restrictions, reservations, rights, rights-of-way and easements of record; zoning ordinances or statutes and building, use and occupancy restrictions of public record.
2. an easement for an 8" sanitary sewer line along the south property line, and an access easement 20' wide along the south property line, as shown on plat of survey made by Dickson, MacMillan & Bennett, Inc., Engineers, dated May 22, 1979.

BEING AND INTENDED to be a portion of the property conveyed to The Southland Corporation by Correction Deed executed September 28, 1989, recorded October 9, 1979, in Book 144, page 131, Warranty Deed Records of DeSoto County, Michigan. Said Correction Deed corrected the Warranty Deed dated June 21, 1979, recorded July 18, 1979 in Book 142, page 567, Warranty Deed Records of DeSoto County, Michigan.

NCHF IN 2791

THE SOUTHLAND EMPLOYEES' TRUST

Under Article V of the Trust indenture executed by The Southland Corporation of Texas and others on April 25, 1962, The Southland Corporation (the "Company") hereby amends said Trust indenture to read as follows:

## ARTICLE I

Name and Description of Trust  
and Effect of Amendment

1.1. The full name of the Trust is "The Southland Employees' Trust."

1.2. The Trust is part of The Southland Corporation Employees' Savings, Profit Sharing, and Pension Plan as described in Section 10.1 of the Plan.

1.3. The amendment of the Plan and Trust on September 27, 1967, had no effect on the property and liabilities of the Trust, the identities of the Trustees, or the Participants' accounts.

1.4. In case of any conflict between the Plan and the Trust agreement, the Trust agreement shall control.

## ARTICLE II

General Provisions

2.1. The Trustees shall administer and interpret the Plan and invest, manage, and distribute the Trust's property.

2.2. The Trustees shall receive the amounts deposited

under Section 3.4 or contributed under Article IV or Section 7.1 of the Plan. The Trustees shall have no duty or authority to determine the correctness thereof or to bring any action to collect the same.

2.3. The Trustees have been and shall be appointed by the Company under Section 10.2 of the Plan. A Trustee may resign at any time by means of a letter to the Company.

2.4. The Company shall not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which shall be final, binding, and conclusive on all persons.

2.5. No Participant, beneficiary, or other person shall have (a) any interest in any of the Trust's property, (b) any rights except those given by Article VI of the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees. All actions against the Trustees to enforce the rights of the persons described in Section 2.11 (b) shall be brought by the Company, which shall represent all of them in such actions.

2.6. Under no circumstances shall any corpus, income, or accumulated income of the Trust or any property described in Section 2.2 ever (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7. Adequate bond as prescribed by law shall be required of each Trustee who is required by law to be bonded. No bond or other security shall be required of any Trustee who is not required by law to be bonded.

2.8. All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, shall be paid by the Trust to the extent not paid by the Company.

2.9. Except as provided in Section 3.4 and Article VI of the Plan, no person described in Section 2.11 (b) shall have any power to anticipate, sell, assign, transfer, or create a security interest in any interest under the Plan or Trust. Such interest, while in the possession of the Trustees, shall not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person described in Section 2.11 (b) or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner, except (a) as provided in Section 3.4 and (b) that the Company may direct that any amounts payable under Article VI of the Plan be paid to it, when payable under Article VI of the Plan, to the extent of any amounts owed it by a person described in Section 2.11 (b)

2.10 The situs of the Trust shall be Dallas County,

Texas. This Trust shall be construed under the laws of the State of Texas. The laws of other states shall apply only to the extent that they are applicable to property owned by the Trust in such states.

2.11 This Trust shall be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

### ARTICLE III

#### Trustees' Powers and Responsibilities

3.1 In investing, managing, and distributing the Trust's ~~property~~, the Trustees shall have (a) all ~~power~~, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2. through 3.22, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate Section 503 (c) of the Internal

Revenue Code or any successor provision.

3.2. The Trustees may (a) invest and reinvest in any property without being restricted by any law or rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3. The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.



3.4. The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period and on any terms. A loan to a Participant shall not exceed the vested portion of his account and shall automatically be secured by such portion.

3.5. The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6. The Trustees may (a) purchase, sell, convey, lease, operate, develop, unitize, pool, and otherwise deal in or with any oil, gas, other minerals, timber, and rights, royalties, production payments, and interests in any of the same; (b) participate actively in the oil, gas, mining, and timber businesses; (c) make leases or assignments containing

the right to unitize or pool; (d) make contracts for or in respect of the installation or operation of absorption, repressuring, or other processing plants; (e) engage in secondary recovery operations; (f) make "bottom hole" or "dry hole" contributions; and (g) do, contract, or arrange for any other act or thing, whether or not the same is now or hereafter recognized or contemplated as common or proper practice by and among those engaged in the businesses of prospecting for, developing, producing, processing, transporting, or marketing oil, gas, other minerals, or timber.

3.7. The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.8. The Trustees may deal with any person, including, but not limited to, the Company, a person described in Section 2.11 (b), and a Trustee, either individually or as trustee of another trust or trusts.

3.9. The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.10. The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate

power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.11. The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.12. The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith; (e) exercise any conversion, subscription, or other rights; (f) sell or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.13. The Trustees may keep any and all securities or other property in the name of a nominee, with or without a power of attorney for their transfer attached, or in the name of one or more Trustees with or without disclosing

fiduciary capacity.

3.14. Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of such Trustee; or (b) order any nominee to do any of the foregoing.

3.15. The Trustees may appoint and remove ancillary, substitute, or subordinate trustees to act in jurisdictions or under circumstances where Trustees cannot act.

3.16. The Trustees shall make such payments as are required under Article VI of the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who shall claim to be entitled to receive the same, (b) withhold payment until the rightful payee is judicially determined, or (c) make payment into any court having jurisdiction. Unless otherwise required by a court having jurisdiction, the Trustees shall (a) make payment only to a person described in Section 2.11 (b) and (b) be fully protected in and discharged by such payment. The Trustees shall not be liable for interest pending payment.

3.17. The Trustees may make payments under Article VI

of the Plan without waiting to see whether Section 5.7 of the Plan will apply. If the Participant later is convicted of a criminal offense described in said Section 5.7, the Trustees may take such steps, if any, as they determine are appropriate to try to recover any excess payments.

3.18. The Trustees shall elect a Chairman and Vice Chairman, who shall be Trustees, and an Executive Director, a Secretary, and a Treasurer, who need not be Trustees. The Trustees may elect or appoint such other officers as they deem desirable. All of the foregoing (a) may be removed by the Trustees at any time and (b) shall have such powers and duties as shall be prescribed from time to time by the Trustees. The Trustees shall adopt a rule specifying the number of Trustees who shall be required to vote (or consent in writing) in favor of any action in order to authorize the same. From time to time, the Trustees may adopt and change rules (a) to regulate the conduct and discharge of their business and duties and (b) interpret the Plan and Trust.

3.19. The Trustees may appoint and remove an Investment Committee to make investments for the Trust. The Chairman of the Committee must be a Trustee and an officer of the Company, but other members of the Committee need not. Upon request of the Trustees, the Committee shall submit reports of investments made by the Committee.

3.20. The Trustees shall maintain adequate books

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and records reflecting (a) the Trust's property, liabilities, and transactions and (b) the Participant' Accounts. The books and records shall be open at all reasonable times to the inspection by the Company. The Trustees shall furnish the Company statements showing the financial position of the Fund on such dates as the Company may designate and the results of its operations for the period then ended. Each such statement shall be final, binding, and conclusive on all persons described in Section 2.11 unless the Company delivers written objections thereto to the Trustees within sixty days after receipt of such statement.

3.21. The Trustees may have a judicial settlement of their accounts or apply to a court for instructions, and the Company may require the same. The only necessary parties to such actions shall be the Trustees and the Company.

3.22. The Trustees may exercise any other power which may be necessary or desirable to invest, manage, or distribute the Trust's property, whether the same is of like kind or character to those set forth in this Trust agreement or not, including, but not limited to, any power necessary or desirable to enable the Trustees to act under conditions which cannot now be foreseen.

3.23. The Trustees may exercise all power, authority, and discretion conferred on the Trustees after the termination of the Trust and until the Trust's property is fully distributed.

## ARTICLE IV

Immunities

4.1. No Trustee shall be held liable to surcharge or otherwise for any damage or loss resulting from the acts or omissions of any other person or from allowing any other person to have custody or control of money, securities, or other property. Each Trustee shall be liable only for damage or loss resulting from his individual acts or omissions in bad faith. Each Trustee shall be absolutely protected in (a) relying on the authenticity of affidavits, certificates, opinions, letters notices, telegrams, cablegrams, or other methods of communication usually accepted by businessmen as genuine; (b) relying on the opinion of counsel they consider competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not they have power, authority, or discretion to take or omit any action or proposed action; and (c) accepting any property from any person, including, but not limited to, any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent accounting of such person's acts or omissions and without liability for said acts or omissions.

4.2. No person dealing with a Trustee shall be under any duty to inquire concerning the validity of anything he purports to do or see to the application of any money or other

property paid, delivered, or transferred to him or on his order.

4.3. Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

#### ARTICLE V

##### Amendment

5.1. Except as provided in Section 5.2, from time to time the Company may amend any portion of this Trust agreement except Section 2.6.

5.2. No amendment may increase the Trustees' duties and responsibilities or diminish their right to compensation unless they consent thereto in writing.



IN WITNESS WHEREOF, The Southland Corporation  
has executed this instrument as of April 25, 1962, on  
September 27, 1967; and the Trustees have executed the same  
to signify their consent under Section 5.2.

ATTEST:

JB Langford  
Secretary

THE SOUTHLAND CORPORATION

By John P. Thompson  
President

John P. Thompson  
John P. Thompson

M. T. Cochran, Jr.  
M. T. Cochran, Jr.

J. Y. Ballard  
J. Y. Ballard

Earl Monk  
Earl Monk

Bill R. Harper  
Bill R. Harper

TRUSTEES

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John P. Thompson, President of The Southland Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 1967.

  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John P. Thompson, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 1967.

  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. T. Cochran, Jr., one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is

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subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 1967.



Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Y. Ballard, one of the Trustees of The Southland Employees Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed for the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 1967.



Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

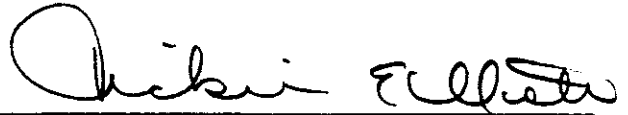
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earl Monk, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the

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27th day of September, 1967.



Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill R. Harper, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 1967.



Notary Public, Dallas County, Texas

THE SOUTHLAND EMPLOYEES' TRUST

As amended to April 25, 1973

Under Article V of the Trust indenture executed by The Southland Corporation and others on December 12, 1968, The Southland Corporation (the "Company") hereby amends said Trust indenture to read as follows:

ARTICLE I

Name and Description of Trust  
and Effect of Amendment

- 1.1. The full name of the Trust is "The Southland Employees' Trust."
- 1.2. The Trust is part of The Southland Corporation Employees' Savings, Profit Sharing, and Pension Plan as described in Section 10.1 of the Plan.
- 1.3. The amendments of the Plan and Trust on September 27, 1967, have no effect on the property and liabilities of the Trust, the identities of the Trustees, or the Participants' accounts.
- 1.4. In case of any conflict between the Plan and the Trust agreement, the Trust agreement shall control.

ARTICLE II

General Provisions

- 2.1. The Trustees shall administer and interpret the Plan and invest, manage, and distribute the Trust's property.
- 2.2. The Trustees shall receive the amounts deposited under Section 3.5 or contributed under Article IV or Section 7.1 of the Plan. The Trustees shall have no duty or authority to determine the correctness thereof or to bring any action to collect the same.
- 2.3. The Trustees have been and shall be appointed by the Company

under Section 10.2 of the Plan. A Trustee may resign at any time by means of a letter to the Company.

2.4. The Company shall not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which shall be final, binding, and conclusive on all persons.

2.5. No Participant, beneficiary, or other person shall have (a) any interest in any of the Trust's property, (b) any rights except those given by Article VI of the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees. All actions against the Trustees to enforce the rights of the persons described in Section 2.11 (b) shall be brought by the Company, which shall represent all of them in such actions.

2.6. Under no circumstances shall any corpus, income, or accumulated income of the Trust or any property described in Section 2.2 ever (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7. Adequate bond as prescribed by law shall be required of each Trustee who is required by law to be bonded. No bond or other security shall be required of any Trustee who is not required by law to be bonded.

2.8. All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, shall be paid by the Trust to the extent not paid by the Company.

2.9. Except as provided in Section 3.4 and Article VI of the Plan, no person described in Section 2.11 (b) shall have any power to anticipate, sell, assign, transfer, or create a security interest in any interest

under the Plan or Trust. Such interest, while in the possession of the Trustees, shall not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person described in Section 2.11 (b) or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner, except (a) as provided in Section 3.4 and (b) that any amounts payable under Article VI of the Plan shall be paid to the Company when payable under Article VI of the Plan, to the extent of any amounts that the President or any Vice President of the Company certify are owed it by a person described in Section 2.11 (b).

2.10. The situs of the Trust shall be Dallas County, Texas. This Trust shall be construed under the laws of the State of Texas. The laws of other states shall apply only to the extent that they are applicable to property owned by the Trust in such states.

2.11. This Trust shall be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

### ARTICLE III

#### Trustees' Powers and Responsibilities

3.1. In investing, managing, and distributing the Trust's property, the Trustees shall have (a) all power, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any

amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2 through 3.22, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate Section 503 (c) of the Internal Revenue Code or any successor provision.

3.2. The Trustees may (a) invest and reinvest in any property without being restricted by any law or rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3. The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.



3.4. The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period and on any terms. A loan to a Participant shall not exceed the vested portion of his account and shall automatically be secured by such portion.

3.5. The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6. The Trustees may (a) purchase, sell, convey, lease, operate, develop, unitize, pool, and otherwise deal in or with any oil, gas, other minerals, timber, and rights, royalties, production payments, and interests in any of the same; (b) participate actively in the oil, gas, mining, and timber businesses; (c) make leases or assignments containing the right to unitize or pool; (d) make contracts for or in respect of the installation or operation of absorption, repressuring, or other processing plants; (e) engage in secondary recovery operations; (f) make "bottom hole" or "dry hole" contributions; and (g) do, contract, or arrange for any other act or thing, whether or not the same is now or hereafter recognized or contemplated as common or proper practice by and among those engaged in the businesses of prospecting for, developing, producing, processing, transporting, or

marketing oil, gas, other minerals, or timber.

3.7. The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

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3.9. The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.10. The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.11. The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.12. The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith;

(e) exercise any conversion, subscription, or other rights; (f) sell or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.13. The Trustees may keep any and all securities or other property in the name of a nominee, with or without a power of attorney for their transfer attached, or in the name of one or more Trustees with or without disclosing fiduciary capacity.

3.14. Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of such Trustee; or (b) order any nominee to do any of the foregoing.

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3.16. The Trustees shall make such payments as are required under Article VI of the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who shall claim to be entitled to receive the same, (b) withhold payment until the rightful payee is judicially determined, or (c) make payment into any court having jurisdiction. Unless otherwise required by a court having jurisdiction, the Trustees shall (a) make payment only to a person described in Section 2.11 (b) and (b) be fully protected in and discharged by such payment. The Trustees shall not be liable for interest

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##### Immunities

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affidavits, certificates, opinions, letters, notices, telegrams, cablegrams, or other methods of communication usually accepted by business men as genuine; (b) relying on the opinion of counsel they consider competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not they have power, authority, or discretion to take or omit any action or proposed action; and (c) accepting any property from any person, including, but not limited to, any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent accounting of such person's acts or omissions and without liability for said acts or omissions.

4.2. No person dealing with a Trustee shall be under any duty to inquire concerning the validity of anything he purports to do or see to the application of any money or other property paid, delivered, or transferred to him or on his order.

4.3. Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

ARTICLE V.

Pass Through Voting

5.1 Before each meeting of the Company's shareholders, the Trustees may, in their discretion, furnish to each Participant a copy of the definitive proxy statement relating to such meeting furnished by the Company to its shareholders and an appropriate form on which the Participant may indicate to the Trustees his instructions for voting at the meeting a prorata number of shares of the Company's stock owned by the Trust allocated for such purpose only to the Participant based on the Participant's percentage of the total assets of the Trust.

5.2. The Trustees will vote the number of shares of the Company's stock owned by the Trust for which voting instructions are received from Participants within the time specified by the Trustees in accordance with such instructions. The number of shares of the Company's stock owned by the Trust as to which the Trustees have not received voting instructions from Participants within the time specified by the Trustees will be voted by the Trustees according to their best judgment.

5.3. In determining the prorata number of shares of the Company's stock owned by the Trust which each Participant will be given the opportunity to indicate to the Trustees his instructions for voting, the Trustees will round to the nearest whole share.

#### ARTICLE VI

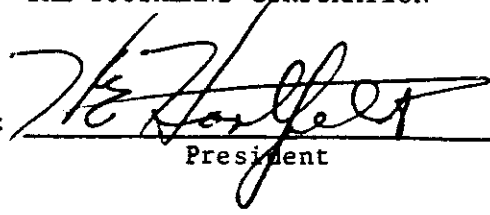
##### Amendment

6.1. Except as provided in Section 6.2, from time to time the Company may amend any portion of this Trust agreement except Section 2.6.

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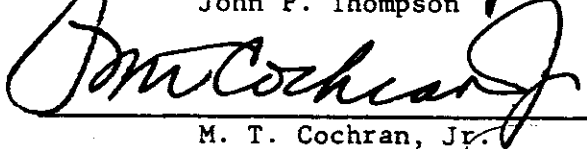
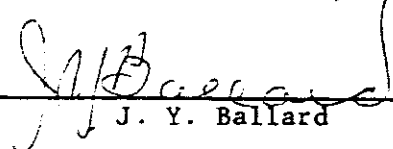
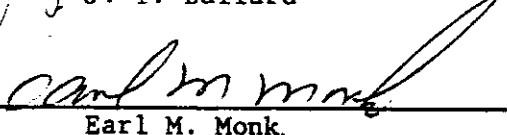
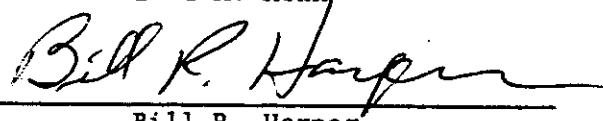
IN WITNESS WHEREOF, The Southland Corporation has executed this instrument on April 25, 1973; and the Trustees have executed the same to signify their consent under Section 6.2.

THE SOUTHLAND CORPORATION

By:   
President

ATTEST:

  
Secretary

  
John P. Thompson  
  
M. T. Cochran, Jr.  
  
J. Y. Ballard  
  
Earl M. Monk  
  
Bill R. Harper

TRUSTEES



THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared H. E. Hartfelder President of The Southland Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23th day of April, 1973.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

MARY LEE ROBERTS, Notary Public  
Dallas County, Texas  
My Commission Expires June 1, 1973

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John P. Thompson, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1973.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS  
COUNTY OF DALLAS

MARY LEE ROBERTS, Notary Public  
Dallas County, Texas  
My Commission Expires June 1, 1973

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. T. Cochran, Jr., one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1973.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

MARY LEE ROBERTS, Notary Public  
Dallas County, Texas  
My Commission Expires June 1, 1973

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Y. Ballard, one of the Trustees of The Southland Employees Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1973.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1973

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earl M. Monk, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1973.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1973

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill R. Harper, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1973.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1973

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THE SOUTHLAND EMPLOYEES' TRUST

Amended to January 22, 1974  
(Effective 1-1-74)

Under Article V of the Trust indenture executed by The Southland Corporation and others on April 25, 1973, The Southland Corporation (the "Company") hereby amends said Trust indenture to read as follows:

ARTICLE I

Name and Description of Trust  
and Effect of Amendment

- 1.1. The full name of the Trust is "The Southland Employees' Trust."
- 1.2. The Trust is part of The Southland Corporation Employees' Savings, Profit Sharing, and Pension Plan as described in Section 10.1 of the Plan.
- 1.3. The amendments of the Plan and Trust on September 27, 1967, have no effect on the property and liabilities of the Trust, the indentities of the Trustees, or the Participants' accounts.
- 1.4. In case of any conflict between the Plan and the Trust agreement, the Trust agreement shall control.

ARTICLE II

General Provisions

- 2.1. The Trustees shall administer and interpret the Plan and invest, manage, and distribute the Trust's property.
- 2.2. The Trustees shall receive the amounts deposited under Section 3.5 or contributed under Article IV or Section 7.1 of the Plan. The Trustees shall have no duty or authority to determine the correctness thereof or to bring any action to collect the same.
- 2.3. The Trustees have been and shall be appointed by the Company

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under Section 10.2 of the Plan. A Trustee may resign at any time by means of a letter to the Company.

2.4. The Company shall not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which shall be final, binding, and conclusive on all persons.

2.5. No Participant, beneficiary, or other person shall have (a) any interest in any of the Trust's property, (b) any rights except those given by Article VI of the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees. All actions against the Trustees to enforce the rights of the persons described in Section 2.11 (b) shall be brought by the Company, which shall represent all of them in such actions.

2.6. Under no circumstances shall any corpus, income, or accumulated income of the Trust or any property described in Section 2.2 ever (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7. Adequate bond as prescribed by law shall be required of each Trustee who is required by law to be bonded. No bond or other security shall be required of any Trustee who is not required by law to be bonded.

2.8. All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, shall be paid by the Trust to the extent not paid by the Company.

2.9. Except as provided in Section 3.4 and Article VI of the Plan, no person described in Section 2.11 (b) shall have any power to anticipate, sell, assign, transfer, or create a security interest in any interest

under the Plan or Trust. Such interest, while in the possession of the Trustees, shall not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person described in Section 2.11 (b) or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner, except (a) as provided in Section 3.4 and (b) that any amounts payable under Article VI of the Plan shall be paid to the Company when payable under Article VI of the Plan, to the extent of any amounts that the President or any Vice President of the Company certify are owed it by a person described in Section 2.11 (b).

2.10. The situs of the Trust shall be Dallas County, Texas. This Trust shall be construed under the laws of the State of Texas. The laws of other states shall apply only to the extent that they are applicable to property owned by the Trust in such states.

2.11. This Trust shall be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

### ARTICLE III

#### Trustees' Powers and Responsibilities

3.1. In investing, managing, and distributing the Trust's property, the Trustees shall have (a) all power, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any

amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2 through 3.22, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate Section 503 (c) of the Internal Revenue Code or any successor provision.

3.2. The Trustees may (a) invest and reinvest in any property without being restricted by any law or rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3. The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.

3.4. The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period and on any terms. Loans to Participants will be governed by Section 6.6 of the Plan.

3.5. The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6. The Trustees may (a) purchase, sell, convey, lease, operate, develop, unitize, pool, and otherwise deal in or with any oil, gas, other minerals, timber, and rights, royalties, production payments, and interests in any of the same; (b) participate actively in the oil, gas, mining, and timber businesses; (c) make leases or assignments containing the right to unitize or pool; (d) make contracts for or in respect of the installation or operation of absorption, repressuring, or other processing plants; (e) engage in secondary recovery operations; (f) make "bottom hole" or "dry hole" contributions; and (g) do, contract, or arrange for any other act or thing, whether or not the same is now or hereafter recognized or contemplated as common or proper practice by and among those engaged in the businesses of prospecting for, developing, producing, processing, transporting, or

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marketing oil, gas, other minerals, or timber.

3.7. The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.8. The Trustees may deal with any person, including, but not limited to, the Company, a person described in Section 2.11 (b), and a Trustee, either individually or as trustee of another trust or trusts.

3.9. The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

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242

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#### ARTICLE VI

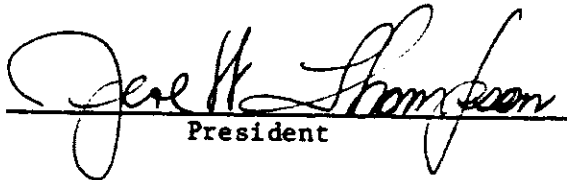
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IN WITNESS WHEREOF, The Southland Corporation has executed this instrument on January 22, 1974 (effective January 1, 1974); and the Trustees have executed the same to signify their consent under Section 6.2.


## THE SOUTHLAND CORPORATION

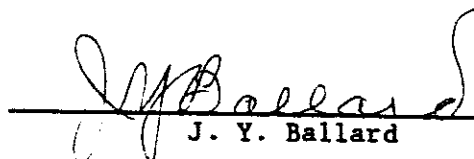
By:   
President

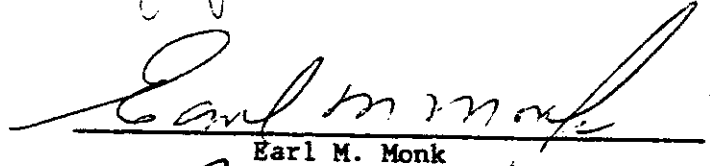
ATTEST:

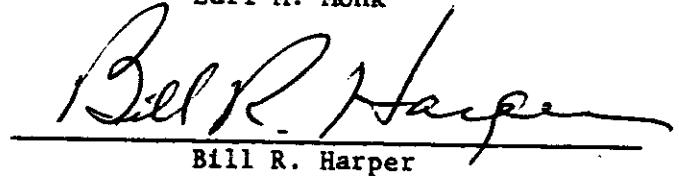
  
Secretary

  
John P. Thompson

  
M. T. Cochran, Jr.

  
J. Y. Ballard

  
Earl M. Monk

  
Bill R. Harper

TRUSTEES

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jere W. Thompson, President of The Southland Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of January 22, 1974.

Mary Lee Roberts  
Notary Public, Dallas County, Texas  
MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1975

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John P. Thompson, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January 22, 1974.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS

COUNTY OF DALLAS

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1975

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. T. Cochran, Jr., one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 1974.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Y. Ballard, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of January, 1974.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS  
COUNTY OF DALLAS

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1975

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earl M. Monk, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of January, 1974.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS  
COUNTY OF DALLAS

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1975

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill R. Harper, one of the Trustees of The Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of January, 1974.

Mary Lee Roberts  
Notary Public, Dallas County, Texas

MARY LEE ROBERTS, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1975



THE SOUTHLAND EMPLOYEES' TRUST

(Amended to January 1, 1975)

Under Article V of the Trust indenture executed by The Southland Corporation and others effective January 1, 1974, The Southland Corporation hereby amends said Trust indenture to read as follows:

ARTICLE I

Name and Description of Trust  
and Effect of Amendment

1.1. The full name of the Trust is "The Southland Employees' Trust."

1.2. The Trust is part of The Southland Corporation Employees' Savings and Profit Sharing Plan.

1.3. In case of any conflict between the Plan and this Trust agreement, this Trust agreement will control.

ARTICLE II

General Provisions

2.1. The Trustees will administer and interpret the Plan and invest, manage, and distribute the Trust's property.

2.2. The Trustees will receive the amounts deposited by Participants, contributed by the Company, or transferred from predecessor plans. The Trustees will have no duty or authority to determine the correctness thereof or to bring any action to collect the same.

2.3. The Trustees have been and will be appointed (and may be removed) by Southland. A Trustee may resign at any time by means of a letter to Southland.

2.4. The Company will not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which will be final, binding, and conclusive on all persons.

2.5. No Participant, beneficiary, or other person will have (a) any interest in any of the Trust's property, (b) any rights except those given by the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees.

2.6. Under no circumstances shall any corpus, income, or accumulated income of the Trust or any property described in Section 2.2 ever (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7. The assets of the Plan and Trust will never inure to the benefit of the Company; they will be held for the exclusive purposes of providing benefits to the Participants and their beneficiaries and defraying reasonable expenses of administering the Plan.

2.8. Adequate bond as prescribed by law will be required of each person who is required by law to be bonded.

No bond or other security will be required of any person who is not required by law to be bonded.

2.9. All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, will be paid by the Trust to the extent not paid by the Company.

2.10. Except for loans to Participants and withdrawals, no person will have any power to anticipate, sell, assign, alienate, transfer, or create a security interest in any interest under the Plan or Trust. Such interest, while in the possession of the Trustees, will not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner, except (a) that any amounts payable under Article VI of the Plan will be paid to the Company to the extent that it recovers a judgment therefor (after prior notice to the person entitled to receive such amounts) for amounts owed to it by a Participant, a beneficiary, or the heirs, executors, or administrators of either and (b) for loans to Participants.

2.11. This Trust will be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors,

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and administrators of all of them, and (c) the Trustees and their successors.

### ARTICLE III

#### Trustees' Powers and Responsibilities

3.1. In investing, managing, and distributing the Trust's property, the Trustees will have (a) all power, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2 through 3.20, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate the Act.

3.2. The Trustees may (a) invest and reinvest in any property without being restricted by any state law or state rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be

permitted to a trustee.

3.3. The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.

3.4. The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for

any period and on any terms. Loans to Participants will be governed by Section 6.5 of the Plan.

3.5. The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6. The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the Trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.7. The Trustees may deal with any person, including, but not limited to, (a) the Company and other corporations which adopt the Plan; (b) a Participant, a former Participant, a beneficiary, or the heirs, executors, or administrators of any of them; and (c) a Trustee, either individually or as trustee of another trust or trusts.

3.8. The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.9. The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.10. The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.11. The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith; (e) exercise any conversion, subscription, or other rights; (f) sell or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.12. The Trustees may keep any and all securities

or other property in the name of (a) a nominee, with or without a power of attorney for their transfer attached; (b) one or more Trustees, with or without disclosing fiduciary capacity, or (c) the Trust.

3.13. Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of such Trustee; or (b) order any nominee to do any of the foregoing.

3.14. The Trustees may appoint and remove ancillary, substitute, or subordinate trustees to act in jurisdictions or under circumstances where the Trustees can not act.

3.15. The Trustees will make such payments as are required under the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who claims to be entitled to receive the same, (b) withhold payment until the rightful payee is determined judicially, or (c) make payment into any court having jurisdiction. Unless otherwise required by a court having jurisdiction,



the Trustees will (a) make payment only to a Participant, a former Participant, a beneficiary, or the executors or administrators of any of them and (b) be fully protected in and discharged by such payment. The Trustees will not be liable for interest pending payment.

3.16. The Trustees will elect a chairman who will be a Trustee, and an Administrator who need not be a Trustee. The Administrator will be the Trust's agent for service of legal process. Subject to the ultimate authority of the Trustees, the Administrator will handle or supervise the handling of the routine operations of the Plan and Trust. The Trustees may elect or appoint such other officers as they deem desirable. All of the foregoing (a) may be removed by the Trustees at any time and (b) will have such powers and duties as the Trustees from time to time prescribe. The Trustees may make decisions by a majority of their number. From time to time, the Trustees may adopt and change rules to (a) regulate the conduct and discharge of their business and duties and (b) interpret the Plan and Trust.

3.17. The Trustees will maintain adequate books and records reflecting (a) the Trust's property, liabilities, and transactions and (b) the Participants' accounts. The books and records will be open at all reasonable times to inspection by the Company. The Trustees will furnish the

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Company statements showing the financial position of the Trust on such dates as the Company may designate and the results of its operations for the period then ended.

3.18. The Trustees may have a judicial settlement of their accounts or apply to a court for instructions, and the Company may require the same. The only necessary parties to such actions will be the Trustees and the Company.

3.19. The Trustees may exercise any other power which may be necessary or desirable to invest, manage, or distribute the Trust's property, whether the same is of like kind or character to those set forth in this Trust agreement or not, including, but not limited to, any power necessary or desirable to enable the Trustees to act under conditions which could not be foreseen when this Trust agreement was executed.

3.20. The Trustees may exercise all power, authority, and discretion conferred on the Trustees after the termination of the Trust and until the Trust's property is fully distributed.

#### ARTICLE IV

##### Immunities, Indemnity, and Insurance

4.1. No person dealing with a Trustee will be under any duty to inquire concerning the validity of anything such Trustee purports to do or see to the application of any money or other property paid, delivered, or trans-

ferred to such Trustee or on such Trustee's order.

4.2. Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

4.3. The Company will indemnify and hold each Trustee (or other person who is a fiduciary under the Act) harmless from any liability (including court costs and reasonable attorneys' fees, both in defending any matter and in enforcing this indemnity) resulting from (a) the acts or omissions of any other person, (b) allowing any other person to have custody or control of money, securities, or other property; (c) relying on the authenticity of affidavits, certificates, opinions, letters, notices, telegrams, cablegrams, or other methods of communication usually accepted by business men as genuine; (d) relying on the opinion of counsel he considers competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not he has power, authority, or discretion to take or omit any action or proposed action; or (e) accepting any property from any person, including, but not limited to, any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent accounting of such person's acts or omissions and without liability for said acts or omissions. This indemnity will not apply to liabilities resulting from a

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person's individual acts and omissions in bad faith.

4.4 The Company will purchase insurance (if available at reasonable premiums) protecting each person who is indemnified under Section 4.3 against the liabilities described in Section 4.3

ARTICLE V

AMENDMENT

5.1. From time to time Southland may amend any portion of this Trust agreement except that (a) no amendment may increase the Trustees' duties and responsibilities, (b) diminish the Trustees' right to compensation, or (c) deprive any person of any rights vested in him before the adoption thereof unless the Trustees or other persons consent thereto in writing.

IN WITNESS WHEREOF, The Southland Corporation has executed this instrument, and the Trustees have executed the same to signify their consent, all as of January 1, 1975, on March 31, 1976.

THE SOUTHLAND CORPORATION

By

John P. Thompson  
Chairman of the Board

ATTEST:

John M. Matthews  
Assistant Secretary

John P. Thompson  
John P. Thompson

M. T. Cochran, Jr.  
M. T. Cochran, Jr.

J. V. Ballard  
J. V. Ballard

Earl M. Monk  
Earl M. Monk

Bill R. Harper  
Bill R. Harper

TRUSTEES

Statement Attached to Application for Determination  
For Defined Contribution Plan (Form 5301)

Under Temporary Regulations §420.0-1, The Southland Corporation Employees' Savings and Profit Sharing Plan hereby makes an election under section 1017(d) of the Employee Retirement Income Security Act of 1974 to have the provisions of the Internal Revenue Code of 1954 relating to participation, vesting, funding, and form of benefit (as in effect from time to time) apply to the plan year beginning January 1, 1975.

This election is conditioned upon issuance of a favorable determination letter and will become irrevocable on the issuance of such letter.

  
George W. Jensen, Administrator

THE SOUTHLAND EMPLOYEES' TRUST

(Amended to January 1, 1981)

Under Article V of the Trust indenture executed by The Southland Corporation and others effective January 1, 1974, The Southland Corporation hereby amends said Trust indenture to read as follows:

ARTICLE I

Name and Description of Trust  
and Effect of Amendment

- 1.1 The full name of the Trust is "The Southland Employees' Trust."
- 1.2 The Trust is part of The Southland Corporation Employees' Savings and Profit Sharing Plan.
- 1.3 In case of any conflict between the Plan and this Trust agreement, this Trust agreement will control.

ARTICLE II

General Provisions

- 2.1 The Trustees will administer and interpret the Plan and invest, manage, and distribute the Trust's property.
- 2.2 The Trustees will receive the amounts deposited or contributed by Participants, contributed by the Company, or transferred from predecessor plans. The Trustees will have no duty or authority to determine the correctness thereof or to bring any action to collect the same.

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2.3 The Trustees have been and will be appointed (and may be removed) by Southland. A Trustee may resign at any time by means of a letter to Southland.

2.4 The Company will not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which will be final, binding, and conclusive on all persons.

2.5 No Participant, beneficiary, or other person will have (a) any interest in any of the Trust's property, (b) any rights except those given by the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees.

2.6 Under no circumstances shall any corpus, income, or accumulated income of the Trust or any property described in Section 2.2 ever (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7 The assets of the Plan and Trust will never inure to the benefit of the Company; they will be held for the exclusive purposes of providing benefits to the Participants and their beneficiaries and defraying reasonable expenses of administering the Plan.

2.8 Adequate bond as prescribed by law will be required of each person who is required by law to be bonded.



No bond or other security will be required of any person who is not required by law to be bonded.

2.9 All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, will be paid by the Trust to the extent not paid by the Company.

2.10 Except for withdrawals, no person will have any power to anticipate, sell, assign, alienate, transfer, or create a security interest in any interest under the Plan or Trust. Such interest, while in the possession of the Trustees, will not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner, except that any amounts payable under Article VI of the Plan will be paid to the Company to the extent that it recovers a judgment therefor (after prior notice to the person entitled to receive such amounts) for amounts owed to it by a Participant, a beneficiary, or the heirs, executors, or administrators of either.

2.11 This Trust will be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

## ARTICLE III

Trustees' Powers and Responsibilities

3.1 In investing, managing, and distributing the Trust's property, the Trustees will have (a) all power, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2 through 3.20, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate the Act.

3.2 The Trustees may (a) invest and reinvest in any property without being restricted by any state law or state rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3 The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.

3.4 The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period and on any terms.

3.5 The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6 The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the Trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.7 The Trustees may deal with any person, including, but not limited to, (a) the Company and other corporations which adopt the Plan; (b) a Participant, a former Participant, a beneficiary, or the heirs, executors, or administrators of any of them; and (c) a Trustee, either individually or as trustee of another trust or trusts.

3.8 The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.9 The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.10 The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.11 The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith; (e) exercise any conversion, subscription, or other rights; (f) sell or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.12 The Trustees may keep any and all securities or other

property in the name of (a) a nominee, with or without a power of attorney for their transfer attached; (b) one or more Trustees, with or without disclosing fiduciary capacity, or (c) the Trust.

3.13 Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of such Trustee; or (b) order any nominee to do any of the foregoing.

3.14 The Trustees may appoint and remove ancillary, substitute, or subordinate trustees to act in jurisdictions or under circumstances where the Trustees can not act.

3.15 The Trustees will make such payments as are required under the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who claims to be entitled to receive the same, (b) withhold payment until the rightful payee is determined judicially, or (c) make payment into any court having jurisdiction. Unless otherwise required by a court having jurisdiction, the Trustees will (a) make payment only to a

Participant, a former Participant, a beneficiary, or the executors or administrators of any of them and (b) be fully protected in and discharged by such payment. The Trustees will not be liable for interest pending payment.

3.16 The Trustees will elect a chairman who will be a Trustee, and an Administrator who need not be a Trustee. The Administrator will be the Trust's agent for service of legal process. Subject to the ultimate authority of the Trustees, the Administrator will handle or supervise the handling of the routine operations of the Plan and Trust. The Trustees may elect or appoint such other officers as they deem desirable. All of the foregoing (a) may be removed by the Trustees at any time and (b) will have such powers and duties as the Trustees from time to time prescribe. The Trustees may make decisions by a majority of their number. From time to time, the Trustees may adopt and change rules to (a) regulate the conduct and discharge of their business and duties and (b) interpret the Plan and Trust.

3.17 The Trustees will maintain adequate books and records reflecting (a) the Trust's property, liabilities, and transactions and (b) the Participants' accounts. The books and records will be open at all reasonable times to inspection by the Company. The trustees will furnish the Company statements showing the financial

position of the Trust on such dates as the Company may designate and the results of its operations for the period then ended.

3.18 The Trustees may have a judicial settlement of their accounts or apply to a court for instructions, and the Company may require the same. The only necessary parties to such actions will be the Trustees and the Company.

3.19 The Trustees may exercise any other power which may be necessary or desirable to invest, manage, or distribute the Trust's property, whether the same is of like kind or character to those set forth in this Trust agreement or not, including, but not limited to, any power necessary or desirable to enable the Trustees to act under conditions which could not be foreseen when this Trust agreement was executed.

3.20 The Trustees may exercise all power, authority, and discretion conferred on the Trustees after the termination of the Trust and until the Trust's property is fully distributed.

#### ARTICLE IV

##### Immunities, Indemnity, and Insurance

4.1 No person dealing with a Trustee will be under any duty to inquire concerning the validity of anything such Trustee purports to do or see to the application of any money or other property paid, delivered, or transferred to such Trustee on such Trustee's order.



4.2 Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

4.3 The Company will indemnify and hold each Trustee (or other person who is a fiduciary under the Act) harmless from any liability (including court costs and reasonable attorneys' fees, both in defending any matter and in enforcing this indemnity) resulting from (a) the acts or omissions of any other person, (b) allowing any other person to have custody or control of money, securities, or other property; (c) relying on the authenticity of affidavits, certificates, opinions, letters, notices, telegrams, cablegrams, or other methods of communication usually accepted by business men as genuine; (d) relying on the opinion of counsel he considers competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not he has power, authority, or discretion to take or omit any action or proposed action; or (e) accepting any property from any person, including, but not limited to, any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent accounting of such person's acts or omissions and without liability for said acts or omissions. This indemnity will not apply to liabilities resulting from a person's individual

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acts and omissions in bad faith.

4.4 The Company will purchase insurance (if available at reasonable premiums) protecting each person who is indemnified under Section 4.3 against the liabilities described in Section 4.3.

#### ARTICLE V

##### AMENDMENT

5.1 From time to time Southland may amend any portion of this Trust agreement except that (a) no amendment may increase the Trustees' duties and responsibilities, (b) diminish the Trustees' right to compensation, or (c) deprive any person of any rights vested in him before the adoption thereof unless the Trustees or other persons consent thereto in writing.

IN WITNESS WHEREOF, The Southland Corporation has executed this instrument on November 12, 1980, effective January 1, 1981.

THE SOUTHLAND CORPORATION

By John L. Thompson  
Chairman of the Board

THE SOUTHLAND EMPLOYEES' TRUST  
(As Restated to January 1, 1982)

Under Article V of the Trust indenture executed by The Southland Corporation and others effective January 1, 1974, The Southland Corporation hereby amends said Trust indenture to read as follows:

ARTICLE I

Name and Description of Trust  
and Effect of Amendment

1.1 The full name of the Trust is "The Southland Employees' Trust."

1.2 The Trust is part of The Southland Corporation Employees' Savings and Profit Sharing Plan.

1.3 In case of any conflict between the Plan and this Trust agreement, this Trust agreement will control.

ARTICLE II

General Provisions

2.1 The Trustees will administer and interpret the Plan and invest, manage, and distribute the Trust's property.

2.2 The Trustees will receive the amounts deferred, deposited, or rolled over by Participants, contributed by the Company, or transferred from predecessor plans. The Trustees will have no duty or authority to determine the correctness thereof or to bring any action to collect the same.

2.3 The Trustees have been and will be appointed (and may be removed) by Southland. A Trustee may resign at any time by means of a letter to Southland.

2.4 The Company will not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which will be final, binding, and conclusive on all persons.

2.5 No Participant, beneficiary, or other person will have (a) any interest in any of the Trust's property, (b) any rights except those given by the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees.

2.6 Except as provided in Section 1.4 of the Plan, the corpus, income, or accumulated income of the Trust and the property described in Section 2.2 will never (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7 The assets of the Plan and Trust will never inure to the benefit of the Company; they will be held for the exclusive purposes of providing benefits to the Participants and their beneficiaries and defraying reasonable expenses of administering the Plan.

2.8 Adequate bond as prescribed by law will be required of each person who is required by law to be bonded. No bond or other security will be required of any person who is not required by law to be bonded.

2.9 All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including

reasonable compensation for the Trustees' services, will be paid by the Trust to the extent not paid by the Company.

2.10 Except for withdrawals, no person will have any power to anticipate, sell, assign, alienate, transfer, or create a security interest in any interest under the Plan or Trust. Such interest, while in the possession of the Trustees, will not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner.

2.11 This Trust will be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

### ARTICLE III

#### Trustees' Powers and Responsibilities

3.1 In investing, managing, and distributing the Trust's property, the Trustees will have (a) all power, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections

3.2 through 3.20, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate the Act.

3.2 The Trustees may (a) invest and reinvest in any property without being restricted by any state law or state rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3 The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property,

subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.

3.4 The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period and on any terms.

3.5 The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6 The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the Trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.7 The Trustees may deal with any person, including, but not limited to, (a) the Company and other corporations which adopt the Plan; (b) a Participant, a former Participant, a beneficiary,

or the heirs, executors, or administrators of any of them; and (c) a Trustee, either individually or as trustee of another trust or trusts.

3.8 The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.9 The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.10 The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.11 The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith; (e) exercise any conversion, subscription, or other rights; (f) sell



or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.12 The Trustees may keep any and all securities or other property in the name of (a) a nominee, with or without a power of attorney for their transfer attached; (b) one or more Trustees, with or without disclosing fiduciary capacity, or (c) the Trust.

3.13 Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of such Trustee; or (b) order any nominee to do any of the foregoing.

3.14 The Trustees may appoint and remove ancillary, substitute, or subordinate trustees to act in jurisdictions or under circumstances where the Trustees can not act.

3.15 The Trustees will make such payments as are required under the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who claims to be entitled to receive the same, (b) withhold payment until the rightful payee is determined judicially, or (c) make payment into any court having

jurisdiction. Unless otherwise required by a court having jurisdiction, the Trustees will (a) make payment only to a Participant, a former Participant, a beneficiary, or the executors or administrators of any of them and (b) be fully protected in and discharged by such payment. The Trustees will not be liable for interest pending payment.

3.16 The Trustees will elect a chairman who will be a Trustee and an Administrator who need not be a Trustee. The Administrator will be the Trust's agent for service of legal process. Subject to the ultimate authority of the Trustees, the Administrator will handle or supervise the handling of the routine operations of the Plan and Trust. The Trustees may elect or appoint such other officers as they deem desirable. All of the foregoing (a) may be removed by the Trustees at any time and (b) will have such powers and duties as the Trustees from time to time prescribe. The Trustees may make decisions by a majority of their number. From time to time, the Trustees may adopt and change rules to (a) regulate the conduct and discharge of their business and duties and (b) interpret the Plan and Trust.

3.17 The Trustees will maintain adequate books and records reflecting (a) the Trust's property, liabilities, and transactions and (b) the Participants' accounts. The books and records will be open at all reasonable times to inspection by the Company. The Trustees will furnish the Company statements showing the financial position of the Trust on such dates as the Company may designate and the results of its operations for the period then ended.

3.18 The Trustees may have a judicial settlement of their accounts or apply to a court for instructions, and the Company may require the same. The only necessary parties to such actions will be the Trustees and the Company.

3.19 The Trustees may exercise any other power which may be necessary or desirable to invest, manage, or distribute the Trust's property, whether the same is of like kind or character to those set forth in this Trust agreement or not, including, but not limited to, any power necessary or desirable to enable the Trustees to act under conditions which could not be foreseen when this Trust agreement was executed.

3.20 The Trustees may exercise all power, authority, and discretion conferred on the Trustees after the termination of the Trust and until the Trust's property is fully distributed.

#### ARTICLE IV

##### Immunities, Indemnity, and Insurance

4.1 No person dealing with a Trustee will be under any duty to inquire concerning the validity of anything such Trustee purports to do or see to the application of any money or other property paid, delivered, or transferred to such Trustee on such Trustee's order.

4.2 Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

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4.3 The Company will indemnify and hold each Trustee (or other person who is a fiduciary under the Act) harmless from any liability (including court costs and reasonable attorneys' fees, both in defending any matter and in enforcing this indemnity) resulting from (a) the acts or omissions of any other person, (b) allowing any other person to have custody or control of money, securities, or other property; (c) relying on the authenticity of affidavits, certificates, opinions, letters, notices, telegrams, cablegrams, or other methods of communication usually accepted by businessmen as genuine; (d) relying on the opinion of counsel he considers competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not he has power, authority, or discretion to take or omit any action or proposed action; or (e) accepting any property from any person, including, but not limited to, any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent accounting of such person's acts or omissions and without liability for said acts or omissions. This indemnity will not apply to liabilities resulting from a person's individual acts and omissions in bad faith.

4.4 The Company will purchase insurance (if available at reasonable premiums) protecting each person who is indemnified under Section 4.3 against the liabilities described in Section 4.3.

ARTICLE V  
AMENDMENT

5.1 From time to time Southland may amend any portion of this Trust agreement except that (a) no amendment may increase the Trustees' duties and responsibilities, (b) diminish the Trustees' right to compensation, or (c) deprive any person of any rights vested in him before the adoption thereof unless the Trustees or other persons consent thereto in writing.

IN WITNESS WHEREOF, The Southland Corporation has executed this instrument on January 29, 1987, effective January 1, 1982.

WITNESS:  
Norma B. Freeman  
Renee Y. Goldsmith

THE SOUTHLAND CORPORATION  
By: Corey W. Thompson  
President and  
Chief Executive Officer

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Corey W. Thompson known to me to be the person whose name is subscribed to the foregoing instrument as the President and Chief Executive Officer of THE SOUTHLAND CORPORATION, a Texas corporation, and acknowledged to and before me that he executed the same for the purposes and consideration therein expressed, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of January, 1987.

Deb Cole  
Notary Public

(Notarial Seal)  
My commission expires: 9-19-89

## THE SOUTHLAND EMPLOYEES' TRUST

(As Restated to January 1, 1987)

Under Article V of the Trust indenture executed by The Southland Corporation and others effective January 1, 1974, The Southland Corporation hereby amends said Trust indenture to read as follows:

## ARTICLE I

Name and Description of Trust  
and Effect of Amendment

1.1 The full name of the Trust is "The Southland Employees Trust."

1.2 The Trust is part of The Southland Corporation Employees' Savings and Profit Sharing Plan.

1.3 In case of any conflict between the Plan and this Trust Agreement, this Trust Agreement will control.

## ARTICLE II

General Provisions

2.1 The Trustees will administer and interpret the Plan and invest, manage, and distribute the Trust's property.

2.2 The Trustees will receive the amounts deferred, deposited, or rolled over by Participants, contributed by the Company, or transferred from predecessor plans. The Trustees will have no duty or authority to determine the correctness thereof or to bring any action to collect the same.

2.3 The Trustees have been and will be appointed (and may be removed) by Southland. A Trustee may resign at any time by means of a letter to Southland.

2.4 The Company will not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which will be final, binding, and conclusive on all persons.

2.5 No Participant, beneficiary, or other person will have (a) any interest in any of the Trust's property, (b) any rights except those given by the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees.

2.6 Except as provided in Section 1.4 of the Plan, the corpus, income, or accumulated income of the Trust and the property described in Section 2.2 will never (a) revert to or be used, enjoyed, or controlled by the Company or (b) be diverted to purposes other than the exclusive benefit of the Participants, their beneficiaries, or their estates.

2.7 The assets of the Plan and Trust will never inure to the benefit of the Company; they will be held for the exclusive purposes of providing benefits to the Participants and their beneficiaries and defraying reasonable expenses of administering the Plan.

2.8 Adequate bond as prescribed by law will be required of each person who is required by law to be bonded. No bond or other security will be required of any person who is not

required by law to be bonded.

2.9 All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, will be paid by the Trust to the extent not paid by the Company.

2.10 Except for withdrawals, no person will have any power to anticipate, sell, assign, alienate, transfer, or create a security interest in any interest under the Plan or Trust. Such interest, while in the possession of the Trustees, will not (a) be subject to the debts, contracts, obligations, liabilities, or torts of any person or (b) be reached by or subject to any legal, equitable, or other process, including any bankruptcy proceedings, or control of creditors or others in any way or manner.

2.11 This Trust will be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

### ARTICLE III

#### Trustees' Powers and Responsibilities

3.1 In investing, managing, and distributing the Trust's property, the Trustees will have (a) all power, authority, and discretion which trustees possess under the



Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2 through 3.20, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate the Act.

3.2 The Trustees may (a) invest and reinvest in any property without being restricted by any state law or state rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3 The Trustees may (a) sell, exchange, partition, transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same;

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(c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.

3.4 The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period on any terms.

3.5 The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting

trust; and (e) cause any of the same to be liquidated or dissolved.

3.6 The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the Trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.7 The Trustees may deal with any person, including, but not limited to, (a) the Company and other corporations which adopt the Plan; (b) a Participant, a former Participant, a beneficiary, or the heirs, executors, or administrators of any of them; and (c) a Trustee, either individually or as trustee of another trust or trusts.

3.8 The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.9 The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.10 The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.11 The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith; (e) exercise any conversion, subscription, or other rights; (f) sell or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.12 The Trustees may keep any and all securities or other property in the name of (a) a nominee, with or without a power or attorney for their transfer attached; (b) one or more Trustees, with or without disclosing fiduciary capacity, or (c) the Trust.

3.13 Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of

such Trustee; or (b) order any nominee to do any of the foregoing.

3.14 The Trustees may appoint and remove ancillary, substitute, or subordinate trustees to act in jurisdictions or under circumstances where the Trustees can not act.

3.15 The Trustees will make such payments as are required under the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who claims to be entitled to receive the same, (b) withhold payment until the rightful payee is determined judicially, or (c) make payment into any court having jurisdiction. Unless otherwise required by a court having jurisdiction, the Trustees will (a) make payment only to a Participant, a former Participant, a beneficiary, or the executors or administrators of any of them and (b) be fully protected in and discharged by such payment. The Trustees will not be liable for interest pending payment.

3.16 The Trustees will elect a chairman who will be a Trustee and an Administrator who need not be a Trustee. The Administrator will be the Trust's agent for service of legal process. Subject to the ultimate authority of the Trustees, the Administrator will handle or supervise the handling of the routine operations of the Plan and Trust. The Trustees may elect or appoint such other officers as they deem desirable. All of the foregoing (a) may be removed by the

Trustees at any time and (b) will have such powers and duties as the Trustees from time to time prescribe. The Trustees may make decisions by a majority of their number. From time to time, the Trustees may adopt and change rules to (a) regulate the conduct and discharge of their business and duties and (b) interpret the Plan and Trust.

3.17 The Trustees will maintain adequate books and records reflecting (a) the Trust's property, liabilities, and transactions and (b) the Participant's accounts. The books and records will be open at all reasonable times to inspection by the Company. The Trustees will furnish the Company statements showing the financial position of the Trust on such dates as the Company may designate and the results of its operations for the period then ended.

3.18 The Trustees may have a judicial settlement of their accounts or apply to a court for instructions, and the Company may require the same. The only necessary parties to such actions will be the Trustees and the Company.

3.19 The Trustees may exercise any other power which may be necessary or desirable to invest, manage, or distribute the Trust's property, whether the same is of like kind or character to those set forth in this Trust Agreement or not, including, but not limited to, any power necessary or desirable to enable the Trustees to act under conditions which could not be foreseen when this Trust Agreement was executed.

3.20 The Trustees may exercise all power, authority, and discretion conferred on the Trustees after the termination of the Trust and until the Trust's property is fully distributed.

3.21 Notwithstanding the foregoing provisions of this Article or any other provision of the Trust, in the event of any tender offer for qualifying employer securities (within the meaning of Section 12.2 of the Plan) of the company, if any portion of the property of the Trust is invested in such qualifying employer securities at any time during the pendency of such tender offer and any one or more of the Trustees has or might have a conflict of interest in deciding whether the Trust should tender such securities, the Company shall appoint an independent fiduciary qualified to make a tender decision, which independent fiduciary shall be a named fiduciary for purposes of section 402(a) of the Act, and such independent fiduciary shall have the sole power and authority during the pendency of the tender offer to determine whether such qualifying employer securities should be tendered, retained, or otherwise disposed of by the Trust. The Trustees shall be subject to the directions of the independent fiduciary with respect to the matters specified in the immediately preceding sentence and shall not act with respect to such matters except as directed by the independent fiduciary.

## ARTICLE IV

Immunities, Indemnity, and Insurance

4.1 No person dealing with a Trustee will be under any duty to inquire concerning the validity of anything such Trustee purports to do or see to the application of any money or other property paid, delivered, or transferred to such Trustee on such Trustee's order.

4.2 Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

4.3 The Company will indemnify and hold each Trustee (or other person who is a fiduciary under the Act) harmless from any liability (including court costs and reasonable attorneys' fees, both in defending any matter and in enforcing this indemnity) resulting from (a) the acts or omissions of any other person, (b) allowing any person to have custody or control of money, securities, or other property; (c) relying on the authenticity of affidavits, certificates, opinions, letters, notices, telegrams, cablegrams, or other methods of communication usually accepted by businessmen as genuine; (d) relying on the opinion of counsel he considers competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not he has power, authority, or discretion to take or omit any action or proposed action; or (e) accepting any property from any person, including, but not limited to,



any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent account of such person's acts or omissions and without liability for said acts or omissions. This indemnity will not apply to liabilities resulting from a person's individual acts and omissions in bad faith.

4.4 The Company will purchase insurance (if available at reasonable premiums) protecting each person who is indemnified under Section 4.3 against the liabilities described in Section 4.3.

#### ARTICLE V


##### Amendment

5.1 From time to time Southland may amend any portion of this Trust Agreement except that (a) no amendment may increase the Trustees' duties and responsibilities, (b) diminish the Trustees' right to compensation, or (c) deprive any person of any rights vested in him before the adoption thereof unless the Trustees or other persons consent thereto in writing.

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IN WITNESS WHEREOF, The Southland Corporation has executed this instrument on September 4, 1987, effective January 1, 1987.

THE SOUTHLAND CORPORATION

By   
Chairman of the Board

THE SOUTHLAND EMPLOYEES' TRUST

(As Restated to January 1, 1988)

Under Article V of the Trust indenture executed by The Southland Corporation on September 4, 1987, The Southland Corporation hereby amends said Trust indenture to read as follows:

ARTICLE I

Name and Description of Trust

1.1 The full name of the Trust is "The Southland Employees' Trust."

1.2 The Trust is part of The Southland Corporation Employees' Savings and Profit Sharing Plan. Terms defined in the Plan have the same meaning in this Trust Agreement.

1.3 In case of any conflict between the Plan and this Trust Agreement, this Trust Agreement will control.

ARTICLE II

General Provisions

2.1 The Trustees will administer and interpret the Plan and invest, manage, and distribute the Trust's property.

2.2 The Trustees will receive the amounts deferred, deposited, or rolled over by Participants, contributed by the Company, or transferred from predecessor plans. The Trustees will have no duty or authority to determine the correctness thereof or to bring any action to collect the same.

2.3 The Trustees have been and will be appointed (and may be removed) by Southland. A Trustee may resign at any time by means of a letter to Southland.

2.4 The Company will not have any control over or be responsible for any of the Trustees' decisions, acts, or omissions, which will be final, binding, and conclusive on all persons.

2.5 No Participant, beneficiary, or other person will have (a) any interest in any of the Trust's property, (b) any rights except those given by the Plan, or (c) any right to compel an accounting (judicial or otherwise) by the Trustees.

2.6 Except as provided in Section 1.4 of the Plan, the corpus, income, or accumulated income of the Trust, the property described in Section 2.2, and the assets of the Plan and Trust will never (a) revert to or be used, enjoyed, or controlled by the Company, (b) inure to its benefit, or (c) be diverted to purposes other than providing benefits to the Participants, their beneficiaries, and their estates, and defraying reasonable expenses of administering the Plan.

2.7 Adequate bond as prescribed by law will be required of each person who is required by law to be bonded. No bond or other security will be required of any person who is not required by law to be bonded.

2.8 All expenses of administering the Plan and investing, managing, and distributing the Trust's property, including reasonable compensation for the Trustees' services, will be paid by the Trust to the extent not paid by the Company.

2.9 Except for distributions authorized by the Plan, benefits provided under the Plan and Participants' accounts may not be withdrawn, anticipated, assigned (either at law or in equity), alienated, or subject to attachment, garnishment, levy, execution, or any other legal, equitable, bankruptcy, or other process except a Qualified Domestic Relations Order; and security interests may not be created therein. In interpreting this provision, Treas. Reg. §1.401(a)-13, as amended, will be taken into account. Erroneous over-distributions may be offset with amounts later credited to the Participant's, surviving spouse's, or beneficiary's accounts.

2.10 This Trust will be binding on (a) the Company and its successors and assigns, (b) the Participants, former Participants, their beneficiaries, and the heirs, executors, and administrators of all of them, and (c) the Trustees and their successors.

## ARTICLE III

Trustees' Powers and Responsibilities

3.1 In investing, managing, and distributing the Trust's property, the Trustees will have (a) all power, authority, and discretion which trustees possess under the Texas Trust Act and the other statutes, regulations, and common law of the State of Texas and, if greater, under the statutes, regulations, and common law of the other states where the Trust owns property or does business, both under existing law and under any amendment or decision which increases the powers, authority, and discretion of trustees, and (b) the power and authority set forth in Sections 3.2 through 3.20, all of which may be exercised from time to time, in the Trustees' absolute discretion, without being restricted by any law or rule and without the approval of any court, but not in such a way as to violate the Act.

3.2 The Trustees may (a) invest and reinvest in any property without being restricted by any state law or state rule relating to trust investments; (b) purchase options on the same; and (c) hold cash, unproductive, overproductive, or wasting property for any period, even though the total amount so held is disproportionate under the law applicable to the investment of trust estates or the period the same is held is longer than would otherwise be permitted to a trustee.

3.3 The Trustees may (a) sell, exchange, partition,

transfer, abandon, or otherwise dispose of any property, at public or private sale, with or without covenants, warranties, or guaranties, for any purposes, and on any terms (including sales on credit, with or without security), in any manner and at any prices; (b) grant options on the same; (c) lease any property, for any term, on any conditions and rentals, and in any manner, even though the term of the lease will exceed the period permitted by law or the probable duration of the Trust or the incumbencies of the Trustees; (d) renew or modify any lease; (e) grant options to renew or modify any lease; (f) raze or erect any structure; (g) make repairs, replacements, and improvements, structural or otherwise, of any property; and (h) improve real property, subdivide or plat real estate, dedicate streets, alleys, and ways, and donate sites for public, charitable, or educational facilities.

3.4 The Trustees may (a) make any loans, either secured or unsecured, in any amounts, on any terms, and to any persons; (b) borrow money for any purpose; (c) accept or otherwise acquire property subject to any liabilities which constitute liens thereon or which relate thereto with or without assuming the same; and (d) renew or extend the time of payment of any obligations payable to or by the Trust for any period on any terms.

3.5 The Trustees may (a) engage in any business, enterprise, or undertaking; (b) hire and pay any employees

and agents; (c) enter into any partnership (as a general or limited partner), joint venture, or voting trust with any person, firm, corporation, trust, estate, or partnership; (d) incorporate any business, enterprise, undertaking, or any interest in any partnership, joint venture, or voting trust; and (e) cause any of the same to be liquidated or dissolved.

3.6 The Trustees may insure (a) the life of any person in whose life the Trust has an insurable interest, naming as beneficiary of said policy the Trust, and (b) any asset against any hazard or hazards, with either full or partial coverage.

3.7 The Trustees may deal with any person, including, but not limited to, (a) the Company and other corporations which adopt the Plan; (b) a Participant, a former Participant, a beneficiary, or the heirs, executors, or administrators of any of them; and (c) a Trustee, either individually or as trustee of another trust or trusts.

3.8 The Trustees may prosecute, defend, adjust, settle, compromise, or arbitrate claims or demands in favor of or against the Trust, upon any terms.

3.9 The Trustees may (a) employ attorneys, accountants, agents, custodians, clerks, investment counsel, and other persons; (b) act in such capacities personally; (c) delegate power, authority, responsibility, and discretion; (d) incur any expenses or charges; (e) pay therefor; and (f) set up



sinking funds in anticipation of any expenses, charges, taxes, assessments, or other items.

3.10 The Trustees may make any contract, even though the term thereof will exceed the probable duration of the Trust or the incumbencies of the Trustees.

3.11 The Trustees may, in respect of any securities forming part of the Trust (a) vote upon any proposition or election at any meeting and grant proxies (discretionary or otherwise) to vote at any meeting; (b) participate in any foreclosure, reorganization, consolidation, merger, liquidation, pooling agreement, voting trust, or exchange; (c) deposit any securities with any committee, depository, trustee, or otherwise; (d) pay any calls, fees, expenses, and assessments incurred in connection therewith; (e) exercise any conversion, subscription, or other rights; (f) sell or abandon such rights; (g) receive and hold any securities or other property received as a result of the foregoing; and (h) take any action in respect of any securities that an individual, adult, single competent owner thereof could take.

3.12 The Trustees may keep any and all securities or other property in the name of (a) a nominee, with or without a power or attorney for their transfer attached; (b) one or more Trustees, with or without disclosing fiduciary capacity, or (c) the Trust.

3.13 Any Trustee may (a) execute and deliver agreements, assignments, bills of sale, contracts, deeds, division

orders, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, or other instruments or documents necessary or desirable to carry out the powers granted to the Trustees, whether or not any property involved is held in the name of such Trustee; or (b) order any nominee to do any of the foregoing.

3.14 The Trustees may appoint and remove ancillary, substitute, or subordinate trustees to act in jurisdictions or under circumstances where the Trustees can not act.

3.15 The Trustees will make such payments as are required under the Plan. The Trustees may (a) take such action as they shall deem proper in order to protect the Trust and themselves in making any payments to anyone who claims to be entitled to receive the same, (b) withhold payment until the rightful payee is determined judicially, or (c) make payment into any court having jurisdiction. Unless otherwise required by a court having jurisdiction, the Trustees will (a) make payment only to a Participant, a former Participant, a beneficiary, or the executors or administrators of any of them and (b) be fully protected in and discharged by such payment. The Trustees will not be liable for interest pending payment.

3.16 The Trustees will elect a chairman who will be a Trustee and an Administrator who need not be a Trustee. The Administrator will be the Trust's agent for service of legal

process. Subject to the ultimate authority of the Trustees, the Administrator will handle or supervise the handling of the routine operations of the Plan and Trust. The Trustees may elect or appoint such other officers as they deem desirable. All of the foregoing (a) may be removed by the Trustees at any time and (b) will have such powers and duties as the Trustees from time to time prescribe. The Trustees may make decisions by a majority of their number. From time to time, the Trustees may adopt and change rules to (a) regulate the conduct and discharge of their business and duties and (b) interpret the Plan and Trust.

3.17 The Trustees will maintain adequate books and records reflecting (a) the Trust's property, liabilities, and transactions and (b) the Participant's accounts. The books and records will be open at all reasonable times to inspection by the Company. The Trustees will furnish the Company statements showing the financial position of the Trust on such dates as the Company may designate and the results of its operations for the period then ended.

3.18 The Trustees may have a judicial settlement of their accounts or apply to a court for instructions, and the Company may require the same. The only necessary parties to such actions will be the Trustees and the Company.

3.19 The Trustees may exercise any other power which may be necessary or desirable to invest, manage, or distribute the Trust's property, whether the same is of like kind

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or character to those set forth in this Trust Agreement or not, including, but not limited to, any power necessary or desirable to enable the Trustees to act under conditions which could not be foreseen when this Trust Agreement was executed.

3.20 The Trustees may exercise all power, authority, and discretion conferred on the Trustees after the termination of the Trust and until the Trust's property is fully distributed.

3.21 Notwithstanding the foregoing provisions of this Article or any other provision of the Trust, in the event of any tender offer for Qualifying Employer Securities (within the meaning of Section 12.2 of the Plan) of the company, if any portion of the property of the Trust is invested in such Qualifying Employer Securities at any time during the pendency of such tender offer and any one or more of the Trustees has or might have a conflict of interest in deciding whether the Trust should tender such securities, the Company shall appoint an independent fiduciary qualified to make a tender decision, which independent fiduciary shall be a named fiduciary for purposes of section 402(a) of the Act; and such independent fiduciary shall have the sole power and authority during the pendency of the tender offer to determine whether such Qualifying Employer Securities should be tendered, retained, or otherwise disposed of by the Trust. The Trustees shall be subject to the directions of the inde-

pendent fiduciary with respect to the matters specified in the immediately preceding sentence and shall not act with respect to such matters except as directed by the independent fiduciary.

#### ARTICLE IV

##### Immunities, Indemnity, and Insurance

4.1 No person dealing with a Trustee will be under any duty to inquire concerning the validity of anything such Trustee purports to do or see to the application of any money or other property paid, delivered, or transferred to such Trustee or on such Trustee's order.

4.2 Any person dealing with the Trust may rely absolutely upon the representation of the Company as to the identity of the Trustees.

4.3 The Company will indemnify and hold each Trustee (or other person who is a fiduciary under the Act) harmless from any liability (including court costs and reasonable attorneys' fees, both in defending any matter and in enforcing this indemnity) resulting from (a) the acts or omissions of any other person, (b) allowing any person to have custody or control of money, securities, or other property; (c) relying on the authenticity of affidavits, certificates, opinions, letters, notices, telegrams, cablegrams, or other methods of communication usually accepted by businessmen as genuine; (d) relying on the opinion of counsel he considers

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competent as to the validity, construction, and administration of the Plan and Trust and any interest thereunder and whether or not he has power, authority, or discretion to take or omit any action or proposed action; or (e) accepting any property from any person, including, but not limited to, any predecessor Trustee, on the basis of the accounting submitted by the person delivering the property, without requiring an audit or other independent account of such person's acts or omissions and without liability for said acts or omissions. This indemnity will not apply to liabilities resulting from a person's individual acts and omissions in bad faith.

4.4 The Company will purchase insurance (if available at reasonable premiums) protecting each person who is indemnified under Section 4.3 against the liabilities described in Section 4.3.

#### ARTICLE V

##### Situs and Construction

5.1 The situs of the Plan and Trust will be in Dallas, Dallas County, Texas.

5.2 All of the Trustees' and Administrator's actions will occur and all of their decisions will be made at their respective offices in Dallas, Dallas County, Texas. All applications to participate, elections to cease making Deferrals or Mandatory Deposits, and applications for distri-

Contributions and loans will be made when received by the Trustees at their office in Dallas, Dallas County, Texas, either by delivery in person or by depositing in the mail there.

5.3 All questions concerning the validity, construction, interpretation, and administration of the Plan and Trust will be determined under the laws (other than those relating to conflicts of laws) of the State of Texas, to the extent that such laws are not superseded by the Act.

5.4 The Plan and the Trust will operate for the exclusive benefit of the Participants, their beneficiaries, and their estates. As far as possible, the Plan and Trust Agreement will be interpreted in a manner consistent with this intent and with the intent of the Company that the Plan and Trust satisfy the provisions of the Code, Act, and regulations relating to Qualified Plans.

#### ARTICLE VI

##### Amendment

6.1 From time to time Southland may amend any portion of this Trust Agreement except that (a) no amendment may increase the Trustees' duties and responsibilities, (b) diminish the Trustees' right to compensation, or (c) deprive any person of any rights vested in him before the adoption thereof unless the Trustees or other persons consent thereto in writing.

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IN WITNESS WHEREOF, The Southland Corporation has executed this instrument on November 22, 1988, effective January 1, 1988.

THE SOUTHLAND CORPORATION

By Carl J. Matthews  
Executive Vice President and  
Chief Financial Officer



STATE OF TEXAS       )  
                              )  
COUNTY OF DALLAS    )

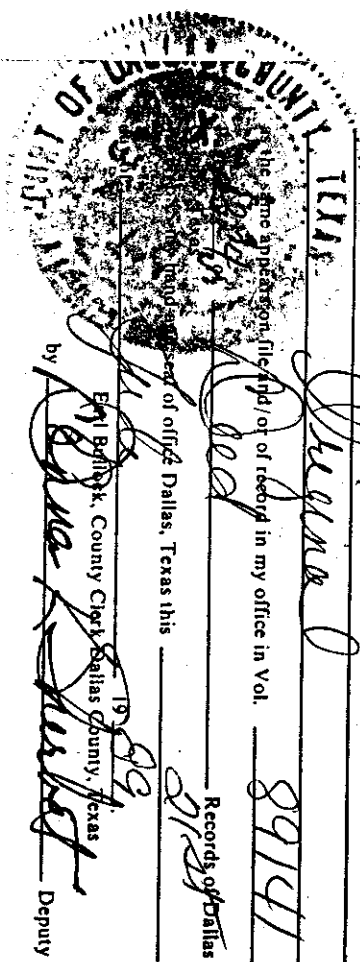
BEFORE ME, the undersigned, a Notary Public in and for said county and state on this day personally appeared Clark J. Matthews, II, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Executive Vice President and Chief Financial Officer of The Southland Corporation, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation as Trustor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of November, 1988.

Kay Macias  
Notary Public

My commission expires:

KAY MACIAS, Notary Public  
in and for the State of Texas  
My Commission Expires 10-28-89



THE STATE OF TEXAS }  
COUNTY OF DALLAS }

I, EARL BULLOCK, County Clerk in and for said  
County and State, do hereby certify that the

above and foregoing is a true and correct copy of \_\_\_\_\_

Juguna D  
the same upon, file and/or of record in my office in Vol. 89141

Good  
Records of Dallas

of office Dallas, Texas this 27th day of April, 1989

by Earl Bullock County Clerk Dallas County, Texas

Deputy

## AFFIDAVIT TO ANY FACT

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the County, State of Texas, on this day personally appeared John H. Rodgers, Trustee of the Southland Employees' Trust, to me well known, and who, after being by me duly sworn, deposes and says that the attached documents are the true and correct originals of "The Southland Employees' Trust", and the true and correct originals of the Restatements and Amendments to the Trust, listed as follows:

1. The Southland Employees' Trust, executed September 27, 1967.
2. The Southland Employees' Trust as amended to April 25, 1973, executed April 25, 1973.
3. The Southland Employees' Trust as amended to January 22, 1974, executed January 22, 1974.
4. The Southland Employees' Trust as amended to January 1, 1975, executed March 31, 1976.
5. The Southland Employees' Trust as amended to January 1, 1981, executed November 12, 1980.
6. The Southland Employees' Trust as restated to January 1, 1981, executed January 19, 1987.
7. The Southland Employees' Trust as restated to January 1, 1987, executed September 4, 1987.
8. The Southland Employees' Trust as restated to January 1, 1988, executed November 22, 1988.

John H. Rodgers  
Trustee, The Southland Employees' Trust

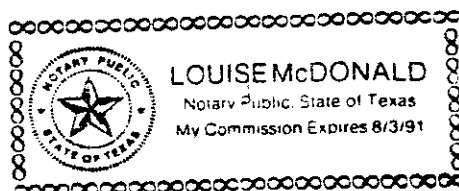
STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said county and state on this day personally appeared John H. Rodgers, Trustee for the Southland Employees' Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the said instrument for the purposes and consideration therein expressed, and as the act of said Trust as Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of July, 1989.

Louise McDonald  
Notary Public, State of Texas

My commission expires: 8/31/91



Filed @ 11:00 AM Aug 3, 1989  
Recorded in Book 217 page 199  
W. E. Davis, Chancery Clerk